REMARKS

Claims 1-32 were pending in the application. Claims 8, 15 and 27 are canceled. The Examiner is respectfully requested to reconsider and withdraw the rejections in view of the amendments and remarks contained herein.

REJECTION UNDER 35 U.S.C. § 102

Claims 1-9, 11-17, 25, 29-32 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Yanosy (U.S. Pub. No. 2003/0217128). This rejection is respectfully traversed.

Claim 1 is amended to recite "...monitoring QoS parameters in the contract when the client application is executing; and adapting the resource parameters and the allocation of resources to the client application in response to a variance by the client from the contract; the method performed by a processor configured with memory included in the system, the providing, receiving, notifying, allocating, monitoring, and adapting performed using an information broker of the system."

Claim 8 (dependent on claim 1) is canceled.

Yanosy describes a framework for mediating QoS needs of requesting applications with the QoS capabilities of a providing service (paragraph [0008]). The framework of Yanosy apparently relies on the providing service (*e.g.,* a telecom service provider; *see* paragraph [0017]) to monitor the use of resources by an application once the application has been provided with QoS. No subsequent monitoring of applications or changing of an application's QoS (except in response to an application request) is

described or inherent in the framework of Yanosy. For at least this reason, the framework of Yanosy cannot anticipate the recitations of claim 1 as amended.

Independent claim 12 is amended to recite "...the broker executable by the processor to:...receive a revised QoS message from the client and negotiate a contract with the client for quality of service based on the revised QoS message; manage at least one resource of the system in accordance with the contract; and change a QoS attribute of a resource allocated to the client based on a variance by the client from the contract."

Claim 15 (dependent on claim 12) is canceled.

As previously discussed, Yanosy apparently does not describe subsequent monitoring of applications or changing of an application's QoS, except in response to an application request. For at least this reason, the framework of Yanosy cannot anticipate the recitations of claim 12 as amended.

Independent claim 25 is amended to recite "...instructions executable by the processor to negotiate, through the broker, a contract with the client for quality of service based on the at least one parameter value; instructions executable by the processor to allocate, through the broker, at least one resource of the information system to the client based on the contract; and instructions executable by the processor to, through the broker, create a new resource of the information system."

The amendment of claim 25 is supported in the application as filed (*see, e.g.,* paragraph [0047]).

As previously discussed, the framework of Yanosy is for mediating QoS needs of requesting applications with the QoS capabilities of a providing service (paragraph

[0008]). Specifically, the framework of Yanosy is for mediating QoS as to platform resources 36 of the providing service (*e.g.,* a telecom service provider; *see* paragraph [0017]). Yanosi does not teach or suggest providing resources in addition to those already provided. For at least this reason, Yanosy does not teach or suggest the recitation of claim 25 as amended.

REJECTION UNDER 35 U.S.C. § 103

Claims 10, 18-24, 26-28 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Yanosy (U.S. Pub. No. 2003/0217128) and further in view of Loewy et al. (U.S. Pub. No. 2004/0193703). This rejection is respectfully traversed.

Independent claim 19 is amended to recite "...the broker configured in the memory and executable by the processor to: ...monitor the QoS parameters in the contract; and manage at least one resource of the enterprise system and change the QoS parameters of the service requester when the service requester is using the at least one resource, the changing performed based on the monitoring."

As previously discussed, Yanosy apparently does not describe subsequent monitoring of applications or changing of an application's QoS, except in response to an application request. For at least this reason, Applicant submits that the recitations of claim 19 as amended are not obvious in view of the cited references.

Independent claim 26 is amended to recite "... the broker further configured to create at least one new resource of the information system based on the contract."

Claim 27 (dependent on claim 26) is canceled.

As previously discussed, the framework of Yanosy is for mediating QoS needs of requesting applications with the QoS capabilities of a providing service (paragraph [0008]). Specifically, the framework of Yanosy is for mediating QoS as to platform resources 32, 34 and 36 of the providing service (*e.g.,* a telecom service provider; *see* paragraph [0017]). Yanosi does not teach or suggest providing resources in addition to those already provided. For at least this reason, Yanosy does not teach or suggest the recitation of claim 26 as amended.

Independent claim 28 is amended to recite "...a resource manager configured to reconfigure and allocate at least one resource of the system based on the contract."

As previously discussed, the framework of Yanosy is for mediating QoS as to platform resources 32, 34, 36 of the providing service (*e.g.,* a telecom service provider; *see* paragraph [0017]). The framework of Yanosy does not include components capable of reconfiguring the resources 32, 34, 36. For at least this reason, Yanosy does not teach or suggest the recitation of claim 28 as amended.

CONCLUSION

It is believed that all of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider and withdraw all presently outstanding rejections. It is believed that a full and complete response has been made to the outstanding Office Action and the present application is in condition for allowance. Thus, prompt and favorable consideration of this amendment is respectfully requested. If the Examiner

believes that personal communication will expedite prosecution of this application, the

Examiner is invited to telephone the undersigned at (314) 726-7521.

Respectfully submitted,

Dated: November 20, 2009

By: _____
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